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2-5-1977

# No employer specified and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Locals 56, 195, 196, 198, and 199 (1977)

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# No employer specified and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Locals 56, 195, 196, 198, and 199 (1977)

**Location**

Philadelphia, PA; NJ

**Effective Date**

2-5-1977

**Expiration Date**

June 1980

**Number of Workers**

250

**Employer**

No employer specified

**Union**

Joint Council of Philadelphia and Vicinity; Amalgamated Meat Cutters and Butcher Workmen of North America

**Union Local**

n/a; 56, 195, 196, 198, 199

**NAICS**

44

**Sector**

P

**Item ID**

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**Comments**

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# RETAIL AGREEMENT

JOINT COUNCIL OF PHILADELPHIA  
AND VICINITY

AMALGAMATED MEAT CUTTERS  
AND  
BUTCHER WORKMEN OF  
NORTH AMERICA — AFL-CIO



AND  
INDEPENDENT "A"

MAY 2, 1977 to JUNE 1, 1980

X-6-1-80

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President .....	JOSEPH C. NETTLETON, #56
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LOOK FOR THIS UNION MARKET CARD IN ALL RETAIL MEAT MARKETS



Organized Labor's Guide to Fair Marketing  
DEMAND MEATS, POULTRY, BUTTER, EGGS AND FISH  
SLAUGHTERED, PROCESSED AND SOLD BY UNION HOUSES

## **A G R E E M E N T**

**THIS AGREEMENT** made and entered into this second day of May, 1977 by and between \_\_\_\_\_

\_\_\_\_\_  
(hereinafter referred to as "Employer"), and the **JOINT COUNCIL OF PHILADELPHIA AND VICINITY** and the **Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO**, and **LOCAL UNION NOs. 56, 195, 196, 198 and 199** (hereinafter referred to as "Union").

**Whenever a word is used in the masculine gender, it is intended to and does include both men and women equally.**

### **W I T N E S S E T H :**

## **ARTICLE I**

### **PURPOSE AND SCOPE OF THE AGREEMENT**

#### **Section 1.1 - Purpose of the Agreement**

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve economic relations between the Employer and its employees covered hereby and shall set forth the basic agreement covering the rates of pay, hours of work, and conditions of employment to be observed between the parties hereto.

#### **Section 1.2 - Scope of Agreement**

This Agreement shall apply to the meat, poultry, fish, delicatessen and appetizing employees of the Employer coming within the jurisdiction of Locals 56, 195, 196, 198 and 199 of the Joint Council of Philadelphia and Vicinity, in all stores and markets of the Employer located in the area as

described in identical maps, signed by each of the parties and on file in their respective offices, regardless of the name by which they are operated by the Employer, except for those markets which have heretofore been excluded, and are excluded under the term of this Agreement or which are covered by other labor agreements (see Schedule "A").

### **Section 1.3 - Handling of Products**

a. In stores which operate a meat department, only employees covered by this Agreement who are members of the Union as herein provided shall handle those meat, poultry, fish, delicatessen and appetizing products customarily sold in the aforementioned department whether fresh, frozen, smoked, cooked, cured, pickled, salted, cleaned and barbecued and in addition thereto those products set forth in Schedule "F".

b. Only employees covered by this Agreement will be engaged in the receiving of said products and all such products listed in paragraph "a" above will be cut, prepared, packaged, weighed, priced and sold on the premises; except, however, that where such items have customarily been prepared, packaged and priced off the premises by the Employer prior to March 26, 1977, such items shall continue to be handled by employees covered by the terms of this Agreement.

c. Likewise all such products which have heretofore customarily come to the Employer already packed by the producer or distributor shall be handled as heretofore.

d. In consideration of the revisions made to Schedule "F" as of the effective date of this Agreement and in further consideration of future revisions being made, the parties agree:

1. No member's job will be eliminated as a result of such revision.
2. The Union will be notified in advance of any future revisions.

3. For the purpose of this paragraph, notified shall mean a letter for each individual introduction of a class of product (e.g., boneless sub primal cuts of meat, de-veined liver, rolled veal, etc.).

Members shall mean full time employees on the payroll actively at work on March 1, 1971 or who are on leave of absence or who are sick or injured and return to work as elsewhere provided for in this Agreement

Eliminated means removed from payroll or reduced to part time and is not intended to refer to the nature of the work being performed by the employee. Employees may continue to be transferred, assigned to other work, or laid off in accordance with the seniority provisions of this Agreement, provided the lay-off is for reasons other than the introduction of new products and/or new methods.

The Union reiterates, therefore, its intention with respect to the "Products Clause", as follows: The Company may introduce new methods and new products, i.e., (make revisions) provided it does the following:

- (a) Union must be notified in advance.
- (b) Company will list all new products or new methods in letter of notification.
- (c) Company will give written assurance that no member's job will be eliminated, in accordance with subparagraph 1.

If 1., 2., and 3. above are complied with, the Union will not withhold its agreement.

Nothing contained in this Section shall diminish the Union jurisdiction under Article I, Section 1.3, B and C.

#### **Section 1.4 - Manning of Meat Department**

a. At least a journeyman or apprentice shall man the Meat Department whenever the store is open for business.



However, in the case of stores having only one employee in the Meat Department it shall not be necessary to man the Department during meal periods.

b. The Employer may request the Joint Council to consider problems connected with the manning of low volume stores.

c. Each Meat Department operated under the jurisdiction of this Union shall have a Chief in charge. In the event that the Chief Journeyman, First Journeyman, Chief Fish and Poultry, or Chief Deli employee is absent from his or her duties because of illness or any other reason for more than two (2) days during any week, then his or her job shall be filled by a competent replacement and shall be compensated in accordance with the scheduled base pay for the job. No one shall suffer a reduction in pay because of his filling in on such replacement.

d. If any employee relieves another employee in a higher job classification or group than his own for more than two (2) days during any week, he shall receive the pay for that particular job for the exact number of hours of the week which he relieves that position.

e. However, in stores staffed by three (3) employees whose work week at straight time does not exceed one hundred and twenty (120) hours in any one week, and in those stores with fewer employees and hours, staffing may be by any members of the local union and the Employer may have the option to schedule the employees for a work week consisting of three (3) eight (8) hour days, one (1) ten (10) hour day and one (1) six (6) hour day. If the Employer decides to institute this schedule in any store where permitted under this formula, the Union shall be notified two (2) weeks in advance so that proper schedules may be mutually worked out. Failure to work out such a schedule precludes the use of the three (3) eight (8) hour days, one (1) ten (10) hour day and one (1) six (6) hour day schedule. It is also understood that replacements for employees absent shall not be deemed to be addi-

tional employees provided that the said 120 hours is not exceeded.

## **ARTICLE II**

### **UNION STATUS**

#### **Section 2.1 - Recognition**

The Employer recognizes, and during the term of this Agreement, will continue to recognize and deal with the Union or its successor as the sole collective bargaining agent for all of the Employer's employees as hereinabove set forth in Section 1.2.

#### **Section 2.2 - Union Shop**

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, on the thirty-first day following the beginning of such employment become and remain members in good standing in the Union.

#### **Section 2.3 - Non-Payment of Membership Dues**

The Employer further agrees to discharge any employee for non-payment of uniform initiation fees and membership dues within seven (7) days after receiving written notice from the Union to do so.

#### **Section 2.4 - Dues Deductions**

a. The checkoff will be carried on in accordance with past practices. The Union will supply standard cards authorizing the deductions of uniform initiation fees and dues which will

be given to the employees on the day of their employment with instruction to complete them and return them to the district steward or the local union within the time provided by law.

b. Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or liability that might arise out of or by reason of action taken or not taken in respect to the deduction of uniform initiation fees and dues made pursuant to the provisions of this Agreement.

### **Section 2.5 - Management Trainees**

a. Employer shall have the right to have manager trainees work in the Meat Department for a training period of up to three (3) months provided the Union is given advance notice.

1. Store manager trainee shall not replace any member of the Union now employed.
2. Store manager trainee is not to be in the store area manned by the above Union unless the Chief Journeyman or First Journeyman to whom he was assigned is on duty.
3. Store manager trainee is not to be on duty during overtime hours.
4. Store manager trainee may do any operation normally done by the Union members in the store.
5. It is understood that any violation of the rules of this Union is cause for revocation of this referral card.
6. Three month training period need not be consecutive.

### **Section 2.6 - Union Activities During Working Hours**

a. The Union or its duly authorized representatives may, during working hours, have access to the employer's places of business covered by this Agreement, for the purpose of

ascertaining whether or not the terms of this Agreement are being observed.

b. Any complaints and grievances may be discussed with the representatives of the employer during working hours. The Union agrees, however, that such matters will not be discussed with store employees during their hours of employment.

c. The performance of Union duties and Union activities will not be carried on during hours of work.

### **Section 2.7 - Non Discrimination**

There shall be no discrimination by the Union or the Employer because of race, color, creed, national origin, sex or age, as provided by law; nor by the employer against any employee because of union membership or activities.

## **ARTICLE III**

### **WAGES**

#### **Section 3.1 - Schedule of Wage Changes**

During the term of this Agreement the employer shall pay the wages and increases as outlined in Schedule B, hereto attached and made part of this Agreement.

#### **Section 3.2 - Job Classification and Rates**

a. All job classifications, rules and regulations governing employment and scale of minimum wages are set forth in Schedule B, hereto attached and made a part of this Agreement.

b. Any employee receiving a higher straight time rate than the minimum rate set forth in Schedule B for the particular group and classification, shall not have his or her wages reduced as a result of this Agreement, but the employer agrees that any differential above the minimum which heretofore existed shall be continued.

### **Section 3.3 - Specific Pay Day and Wage Receipt**

Employees shall have a specific pay day and each employee shall be furnished a company receipt of pay specifying the employee's weekly gross earnings, basic rate of pay, straight time hours worked, overtime hours worked, premium pay hours worked and any and all deductions made from gross pay.

### **Section 3.4 - Pay for Occupational Injury**

Employees who sustain an occupational injury requiring treatment by a doctor shall suffer no loss in pay for the day that the injury occurs. If the doctor requires the employee to return for further treatment during the employee's regular scheduled work hours, the employee shall suffer no loss of pay for such time so spent.

### **Section 3.5 - Physical Examinations**

An employer who requires employees to take a physical examination, or where the employee is required by law to take a physical examination as a condition of employment, the employer shall pay the cost of such examination.

### **Section 3.6 - Company Meetings**

If employees are required to attend company-called meetings outside of his or her regular scheduled hours of work, such time spent attending such meetings shall be considered overtime hours of work and shall be compensated for at the overtime rate of pay.

## **ARTICLE IV**

### **HOURS OF WORK**

#### **Section 4.1 - Work Week**

a. The work week shall consist of five (5) days totaling forty (40) hours exclusive of meal periods, and said forty (40) hours of work must be performed within the schedule of daily hours provided in Section 4.2 of this Agreement.

b. There shall be no split shifts or staggered hours nor shall employees be given time off in lieu of overtime or premium work.

c. The Employer and the Union agree that a proven violation of established time clock rules including working before punching in or after punching out may subject such an employee to disciplinary action up to and including discharge.

d. Furthermore, all time during which an employee is suffered or permitted to work or is required to be on duty or on the Employer's premises or at a given work place shall be considered hours worked and recorded on the time cards.

## **Section 4.2 - Schedule of Hours**

### **a. Full Time**

1. Full time employees shall be scheduled to work five (5) days consisting of not less than eight (8) hours per day with one (1) day until 10:00 p.m. at straight time. Any time worked before 6:00 a.m. or after 6:00 p.m. on any other day, Saturday excepted, or for more than eight (8) hours in any one day shall be compensated therefore at the overtime rate provided herein except as set forth in Schedule "B". Unless agreed to by the parties to the contrary, all premium hours shall be compensated at premium rates in addition to the straight time rate.
2. The hours of employment for all employees covered by this Agreement shall be from 6:00 a.m. to 6:00 p.m. Monday through Saturday or any other arrangement that the parties agree to within the forty (40) hour work week.
3. Employees called in for any unscheduled time, except as herein otherwise provided for, shall be guaranteed four (4) hours work or pay at the applicable rate.

## **b. Part Time**

1. Part time employees, other than appetizing employees, shall be scheduled to work, if available, not less than twenty (20) hours per week and/or four (4) hours per day. Within this schedule the employee may be scheduled to work one (1) day to 10:00 p.m. at straight time. Any time worked before 6:00 a.m. or after 6:00 p.m. shall be compensated therefor at the overtime rate provided herein except as set forth above. The Union will notify the Employer in writing if any employee is not available for a minimum twenty (20) hour scheduled work week. When a part time employee is unable to complete his assigned schedule another part time employee may be assigned the unworked portion of the schedule without obligating the Employer to provide the aforementioned minimum twenty (20) hour schedule.
2. Supplemental-Appetizing employees may work any number of nights and Saturday during the day at straight time but for not less than four (4) hours per day and twelve (12) hours per week if the employee is available for the work. Work on Saturday after 6:00 p.m. or on Sunday or on holidays shall be paid at the premium rates provided herein and time and one half for work over forty (40) hours. Supplemental-Appetizing employees may also work at straight time starting at 12:00 noon on the day before a holiday provided the schedule of regular employees is not reduced. When a supplemental-appetizing employee is unable to complete his assigned schedule another supplemental-appetizing employee may be assigned the unworked portion of the schedule without obligating the Employer to provide the aforementioned minimum twelve (12) hour schedule.
3. Part Time employees called in and reporting for work shall, if they are available for work, be guaranteed four (4) hours of work or four (4) hours pay on any day.

4. When practicable and possible within a store, the Employer shall endeavor to combine existing part-time assignments so as to create as many full-time forty (40) hour straight time jobs as possible.

### **Section 4.3 - Explanation as to Full-Time and Part-Time Employees.**

- a. A full-time employee shall be defined herein as an employee who is regularly scheduled to work forty (40) hours or more per week.
- b. A part-time employee shall be defined herein as one who is regularly scheduled to work twenty-five (25) hours or less per week.

### **Section 4.4 - Work Schedules**

Weekly dated work schedules shall be posted in all stores without exception during the prior work week no later than 6:00 p.m. Friday. The Store Manager or Chief Journeyman, whichever the Employer designates, shall be responsible for the posting of schedules. In cases of failure to post schedules during the prior work week, the first night worked shall be the straight time night and any subsequent night shall be paid at the overtime rate. In case of store closing beyond the Employer's control, the weekly schedule as posted need not be observed, however, an employee reporting for work on the day of closing shall be paid for the hours scheduled that day. Employees schedule to work after 10:00 p.m. shall not be scheduled to report for work the next following day before 8:00 a.m.

### **Section 4.5 - Overtime**

- a. All time worked by full and part time employees other than the Appetizing Employees, outside of the specified daily hours, except as provided in Section 4.2 above, and all time worked by full time employees in excess of five (5) days or forty (40) hours shall be paid for at the overtime rate.



- b. All time worked by part-time employees in excess of forty (40) hours, regardless of the number of days, or after 6:00 p.m., except for the straight time night, shall be paid for at the overtime rate.
- c. In the event any employee is required to work a second night beyond 6:00 p.m., unless prohibited by law, such employee shall be guaranteed a minimum of three (3) hours work at the overtime rate.
- d. There shall be no pyramiding of overtime or premium pay. Hours worked at premium pay on Sunday, holidays and Saturday after 6:00 p.m. shall not be included in the computation of overtime.

#### **Section 4.6 - Rotation of Overtime**

- a. Overtime, if available within a meat department in each store, shall be rotated among employees of the department who are qualified to perform the work.
- b. For the purpose of rotating this overtime, the following categories shall prevail:
  - 1. Chief Journeyman, Journeyman, Meat Cutters, and Apprentice Journeyman. (Apprentice Journeyman only if qualified).
  - 2. Weighers and Wrappers.
  - 3. All others.

#### **Section 4.7 - Saturday Night Hours**

Time and one-half shall be paid for all work performed on Saturday after 6:00 p.m. Saturday night work shall be voluntary.

#### **Section 4.8 - Sunday Work**

- a. Sunday work shall be assigned on a voluntary basis. If not enough employees within the store agree to accept the

Sunday assignments, then the least senior employee in the geographic locality in the classification required will be assigned. One full time employee is to be scheduled on Sunday for each four full time employees regularly in the department.

b. An employee called in to work on Sunday shall be paid for scheduled store hours with a maximum of eight (8) hours but for not less than four (4) hours. Scheduled hours for employees other than those set forth above shall be by mutual agreement between the Union and the employer.

c. When work is performed on Sunday the employee shall be paid double time.

#### **Section 4.9 - Christmas Eve - New Year's Eve Work.**

No work shall be performed on Christmas Eve after 5:00 p.m. Where an employee has, prior to the date of this Agreement, maintained a practice that no work shall be performed after 6:00 p.m. on New Year's Eve said practice shall continue during the term of this Agreement.

#### **Section 4.10 - Meals and Rest Periods**

a. Each employee shall be scheduled for a meal period of not less than thirty (30) minutes nor more than one (1) hour without pay as specified by employer. There shall be no more than one (1) meal period during a day consisting of nine (9) hours or less.

b. Employees working six (6) hours or less, but more than two (2) hours in any one day shall receive one (1) fifteen (15) minute rest period and employees working more than six (6) hours in any one day shall receive two (2) fifteen (15) minute rest periods. Such rest periods shall be scheduled as near as possible to the middle of the work periods. All rest periods mentioned above shall be compensable time.

#### **Section 4.11 - Meat Cooler Work**

Employees assigned to work in the Meat Cooler shall receive a premium of twenty-five (25¢) cents per hour for

each whole hour worked. The premium referred to shall be full hours only. In the event an employee works for less than one hour no premium shall be payable. The parties agree that no employee will be scheduled so as to circumvent the payment of the premium. The employer further agrees to make every reasonable effort to maintain the Cooler temperatures around 36°-38°.

**ARTICLE V**  
**VACATIONS**

**Section 5. 1 - Vacation Benefit**

Each eligible employee shall be entitled to the vacation benefit set forth below:

**LENGTH OF CONTINUOUS  
ON-THE-JOB SERVICE**

1. One year or more but  
less than three (3) years.

2. Three (3) years or  
more but less than  
eight (8) years.

3. Eight (8) years or  
more but less than  
fourteen (14) years.

4. Fourteen (14) years  
or more but less  
than twenty (20) years.

5. Twenty (20) years  
or more.

**FULL-TIME  
EMPLOYEE**

One (1) Week

Two (2) Weeks

Three (3) Weeks

Four (4) Weeks

Five (5) Weeks

**PART-TIME EMPLOYEE**

The number of weekly  
hours regularly scheduled.

Twice the number of weekly  
hours regularly scheduled.

Thrice the number of weekly  
hours regularly scheduled.

Four times the number of weekly  
hours regularly scheduled.

Five times the number of weekly  
hours regularly scheduled.

a. Any employee who has been in active employment for twelve (12) consecutive months or longer shall be entitled to receive vacation pay, upon termination of his employment, for all months and full years worked for which no vacation has been granted. Such monthly vacation pay shall be computed and paid on the basis of 1/12th weeks for each full month of service multiplied by the number of weeks of vacation entitlement as determined on the prior May 1.

1. Employees who quit and fail to give at least one weeks notice prior to termination of employment with the Employer or who are discharged shall not be entitled to receive any one-twelfth (1/12th) shares of vacation.

**b. Vacation Benefits for Returning Servicemen**

1. Employees entering the U.S. Armed Forces will be paid their earned pro-rata vacation grant through the last day of their final month of active employment.
2. In compliance with the Universal Military Training and Service Act, returning veterans who re-enter the Employer's service during the vacation period, and within the time set forth in said Act, may, at the employee's option, be paid one-twelfth (1/12th) of their annual vacation entitlement under Section A for each full month on the job during the vacation period; however, said months will be deducted from the vacation earned in that vacation year and may not be the basis for vacation during the following vacation period.
3. Veterans who re-enter the Employer's service after the final day of the vacation period will become eligible for their earned vacation grant during the following vacation period at the rate of one-twelfth (1/12th) of their annual vacation entitlement under Article V, Section 5.1 for each month on the job during the vacation year.

4. Continuous on the job service required to establish eligibility for the various lengths of vacation grants will include the period spent in the United States Armed Forces by an employee who left a position, other than temporary, with the Employer; said period shall commence at the time the individual leaves the Employer's employ and terminate not later than ninety (90) days after discharge, the maximum period being five (5) years and ninety (90) days, provided the service in excess of four (4) years and ninety (90) days is at the request and for the convenience of the Federal Government (plus in each case any period of additional service imposed pursuant to law).

#### **Section 5.2 - Holiday Within Vacation Period**

If one of the specified holidays agreed upon in Article VI, Section 6.1, except for the personal holidays, shall fall within the period of the full-time employee's vacation, said full-time employee shall, at the Employer's option be granted an additional day's vacation, or in lieu therefor the equivalent of one (1) full day's pay based upon the full-time employee's regular straight time rate. This provision shall apply even though the holiday falls on a day of the work week which would ordinarily be the day off for the full-time employee.

#### **Section 5.3 - Not Accumulative**

Vacation benefits may not be carried over to the following vacation year.

#### **Section 5.4 - Vacation Scheduling**

Vacation shall be selected by the employee on the basis of company seniority within a store regardless of classification. Unless the business of the Employer directs otherwise, vacation grants up to and including two (2) weeks shall be taken in consecutive days. The third, fourth and fifth weeks may be scheduled at a time mutually convenient to employee and Employer. However, the Employer shall determine the number of employees within each classification within each store who may be on vacation at the same time.

### **Section 5.5 - Proven Illness or Accident**

Any full-time or part-time employee who works twenty-six weeks or more in the vacation year and who loses time because of accident or proven illness shall be entitled to his vacation provided for herein.

### **Section 5.6 - Layoff**

Any full-time or part-time employee with less than one year's service who is laid off shall retain this time worked as credit to qualify for vacation providing he retains his seniority as stated in the contract for employees who are laid off and subsequently return to work.

### **Section 5.7 - Credit for Vacation Part-Time to Full-Time**

Part-time employees who become full-time employees shall be given credit for their former part-time seniority on the basis that two months of part-time work will be equivalent to one (1) month full-time employment for vacations.

## **ARTICLE VI**

### **HOLIDAYS**

#### **Section 6.1 - Specified Holidays**

- a. 1. All full-time employees covered by this Agreement are entitled to the following holidays, for which they are to receive full pay when not working, provided they work the scheduled day before and the scheduled day after any such holiday, Sundays and designated days off excepted:

New Year's Day  
Easter Monday  
Memorial Day  
Fourth of July

Labor Day  
Thanksgiving Day  
Christmas Day  
Personal Holidays (4)

2. An employee who is absent from work on either the scheduled day before or the scheduled day after a holiday because of verified illness or accident shall be paid for one holiday which occurs during the period of his illness or accident. An employee, however, who receives holiday pay shall not be entitled to sickness or accident pay for that day.
3. Full-time employees shall be entitled to four (4) personal holidays each year after the completion of three (3) months of full-time service. One personal holiday shall be taken in each three month period of the calendar year. The personal holidays of the employee shall be scheduled at least one week in advance. Two of these holidays may be taken on any work day, the other two only on the first three (3) days of the week; except during weeks in which another holiday occurs and provided further that only one (1) employee per department may be permitted to take his or her personal holiday in any one week. Further, if the employee has not made his selection by March 1 for the first personal holiday, June 1 for the second, September 1 for the third and December 1 for the fourth, the Employer shall assign the personal holidays.
4. Effective May 2, 1978, in addition to the aforementioned holidays, each full-time employee who has completed at least one year continuous full-time service, shall be granted an additional "floating" holiday for personal use in the contract year. The employee must notify the store manager or the employer two (2) weeks in advance of the choice of the "floating" holiday.

If the markets are closed for religious observance on Good Friday, the present practice of granting time off will be continued; however, if the markets remain open, employee will not be given time off regardless of past practice.



**b. Part-Time Holidays** - part-time employees who have completed sixty (60) days of service, shall receive holiday pay for the following holidays: New Year's Day, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, as more fully set forth below, provided they work the scheduled day before and the scheduled day after, however, if more than one holiday intervenes between the said two scheduled days, then only the first holiday will be paid for.

1. Part-time employees with one or more years of service regardless of whether they are normally scheduled to work on the day that the holiday falls shall receive holiday pay as indicated in (3) below.
2. Part-time employees with less than one year of service shall receive holiday pay only if they are normally scheduled to work on the day on which the holiday falls as indicated in (3) below.
3. Computation of part-time holiday pay:
  - (a) Normally scheduled to work less than twenty-five (25) hours a week - four (4) hours.
  - (b) Normally scheduled to work twenty-five (25) hours or more a week - eight (8) hours.
4. In addition, any part-time employee who has completed six (6) or more months of service.
  - (a) Who receives premium pay for working a second night regardless of the number of hours worked per week, or
  - (b) Who does not receive premium pay for working a second night and who is regularly scheduled for twelve (12) hours or more per week, shall receive four (4), four (4) hour personal holidays under the same terms and conditions as provided for full-time employees.

5. Effective May 2, 1978, in addition to the aforementioned holidays, each part-time employee who has completed at least one year continuous service, shall be granted an additional "floating" holiday for personal use in the contract year. The employee must notify the employer or store manager two (2) weeks in advance of the choice of the "floating" holiday.

### **Section 6.2 - Holiday Work Week: Hours and Wages**

a. In a week which includes any of these holidays, the work week is to be composed of four (4) days consisting of thirty-two (32) hours of work and eight (8) hours of holiday time for which full-time employees will receive a full week's pay.

b. All work performed by full-time employees in a holiday week on days other than the holiday and Sunday, and which is in excess of thirty-two (32) hours shall be paid for at the overtime rate.

c. No work shall be performed on any of the above named holidays, except during an emergency and in such case double time, exclusive of the regular weekly wages shall be paid for not less than four (4) hours.

d. In a week in which any of the above named holidays falls on Sunday, such holiday shall be observed on Monday, and if any work is performed on the said Monday, the holiday provision shall apply.

## **ARTICLE VII**

### **LEAVE OF ABSENCE**

#### **Section 7.1 - Absence for Full-Time Union Job**

a. Any employee covered by this Agreement who takes a full time job with the Union shall be given leave of absence

for the term of this Agreement; renewable for each succeeding Agreement.

b. An employee who has either taken a full time job or who will take a full time job with the Employer outside of the bargaining unit, shall upon return to the bargaining unit be credited with all seniority that he had when he left the bargaining unit.

### **Section 7.2 - Temporary Absence for Union Activity**

Any employee who is selected as a delegate or representative of the Union in any activity necessitating temporary absence from employment shall be granted a leave of absence if the Union gives the employer one (1) week's advance notice in the event of a Representative's meeting or 72 hours notice in the event of a Steward's meeting.

All leaves of absence shall be without loss of seniority and upon the termination of such leave of absence, the employee shall be re-employed at his former wage rate plus any increases or less any reduction that may have become effective during the said leave of absence.

### **Section 7.3 - Funeral Leave**

a. In case of a death in the immediate family of an employee requiring the absence of the employee, the employer shall grant a leave of three (3) consecutive days to the said employee at regular pay; neither Sunday nor the scheduled day off is to be counted as one of the days. Where there is an extended period of time between the death and the funeral the three day leave period need not be consecutive.

b. Immediate family of the employee is defined as including parent, spouse, child, brother, sister, mother-in-law, father-in-law or grandparents.

c. In no event shall the pay received under this Section result in any change in the employee's weekly pay.

## **Section 7.4 - Maternity Leave**

Any regular employee who shall become pregnant shall commence a maternity leave when no longer physically able, as certified by a licensed physician, to perform the duties of her classification satisfactorily and shall return to work at such time as certified by a licensed physician as being able to perform the duties of her former classification, but if such certification can not be made within ninety (90) days of the termination of the pregnancy, the right to her former job shall be governed by the provisions of Section 8.1 of this Agreement.

## **Section 7.5 - Jury Duty**

An employee called to jury duty shall be granted time off. The Employer shall pay the difference between the employee's juror's pay and his normal weekly base wages while the employee is on jury duty. The employee must report back to work on any day that he is released from jury duty for the day.

## **Section 7.6 - Military Service**

a. An employee returning from military service shall be put back on the regular job he had, or its equivalent, when leaving for military service, but because on-the-job experience and application are the predominating factors in upgrading within a rate range, military service itself shall not qualify such an employee for automatic promotion within a rate range. The same shall be based on payroll service only.

# **ARTICLE VIII**

## **SENIORITY**

### **Section 8.1 - Seniority Calculation**

#### **Full-Time**

a. Seniority for full-time employees shall be based upon continuous service from the first day of hire within the

bargaining unit company-wide within the jurisdiction of the Joint Council of Philadelphia and Vicinity. All new employees shall be on probation for a trial period of thirty (30) days, except as provided in Article XI, after which they shall be placed on the seniority roster and their seniority shall date from date of hire.

- b. Employees who are laid off and are subsequently recalled to work within one year by the employer shall retain their seniority regardless of any change in their place of employment.
- c. Any employee who has been employed for six (6) continuous months and is absent on account of physical inability to perform the duties of such employee's job classification shall retain seniority rights and shall have the right to claim a job for which such employee is qualified and physically able to perform the work as then certified by a licensed physician. Such right shall continue for a period of up to eighteen (18) months from the date of the beginning of such absence.
- d. When two or more employees are hired on the same date in the same classification or group, the employer will determine their seniority status at the end of the probationary period and shall advise the Union of its decision.
- e. There shall be one District Steward in a geographic locality except as otherwise agreed and he shall have top seniority therein.

### **Part-Time**

- a. Part-time employees shall acquire seniority rights after they have been in the employ of the employer for a period of thirty (30) days, except as provided for in Article XI.
- b. Part-time employees with six or more months of service who are laid off and subsequently recalled to

work by the employer within one year from the layoff date shall retain their seniority regardless of any change in their place of employment.

- c. Part-time employees shall have preference over new employees for full-time employment, within their classification.

## **Section 8.2 - Seniority - Classification and Grouping**

- a. For layoff and recall purposes seniority within the below listed groups shall be recognized within the bargaining unit covered by this Agreement.

**GROUP III — Chief Journeyman, Journeyman**

**GROUP II — Meat Cutters, Chief Deli (includes Appetizing), Chief Fish & Poultry and Apprentice Journeyman.**

**GROUP I — Weighers and Wrappers, all others.**

It is agreed that the seniority ranking of each employee will be exercised in the following sequence:

- (1) Within his geographic locality.
  - (2) An adjoining locality.
  - (3) Any store covered by his Local Union.
  - (4) Any store covered by the Joint Council.
- b. Geographic locality is a customarily recognized group of stores as agreed to by Local Union and the Employer. It is agreed that the Local Union and the Employer may request a geographic locality be changed when it becomes necessary to do so.

## **Section 8.3 - Layoffs, Recalls, Promotions and Transfers**

### **a. Layoffs**

- 1. In layoffs and recalls the employer shall first consider seniority within a group and then second,

ability and practicability unless otherwise mutually agreed.

2. The employer agrees to notify both the Union and the employee involved at least one (1) week prior to a permanent layoff except that employees who have replaced employees on disability shall be entitled to but forty-eight (48) hours notice, excluding Sunday.
3. Based on his seniority standing within the company, an employee who is scheduled to be laid off shall have the right to claim a job within his group held by the least senior employee within his group set forth in Section 8.2 (a) above.
4. If he still cannot claim a job, he repeats the process successively through each numerically lower group.
5. An employee claiming a job shall be capable of performing it and shall be paid the rate specified for the job.
6. An employee shall have the right to take a layoff rather than claim a job in any lower group.

### **Part-Time to Full-Time**

A part-time employee who becomes a full-time employee shall be placed at the bottom of the full-time seniority list for layoff or transfer purposes only.

### **Full-Time to Part-Time**

When a reduction in force is necessary, the full-time employee shall have a choice of taking a part-time job or a layoff. If he takes a part-time job, he shall be placed at the top of the part-time seniority roster. He shall have the right to claim such part-time job or full-time job as he is qualified and able to do.

The claiming of a full-time job will not preclude the employee from claiming it in his original or adjoining geographical locality when a vacancy occurs.

If a full-time job opens and the said "full-time-reduced-to-part-time" employee fails to take the job, he shall then take his place on the seniority roster to which his hire date entitled him.

**b. Recalls**

1. The principle that the last person laid off within a classification or group shall be the first to return to work in reverse order set forth in 8.2a above will prevail.
2. The Employer agrees to notify a full-time employee on a layoff prior to assigning a part-time employee to a full-time job or hiring a new employee full-time. If the employee claims the job he shall be capable of performing it and shall be paid the rate specified for the job.
3. On recall from layoff the employees must return to work within seven (7) days after the mailing of notification by the Employer, directed to the employee's last known address, by Certified Mail, Return Receipt Requested. Failure to return within this time will result in the employee's loss of seniority.

**c. Return after Illness or Accident**

1. Where an employee has been absent from work due to illness or accident for one (1) week or more, employee shall be required to give the Employer not less than forty-eight (48) hours notice, excluding Sunday, of his intention to return to work. Such employee shall have the right to displace the junior employee either full or part-time, regardless of the posted schedule, without notice, provided the temporary replacement has been notified ahead of time.

**d. Promotions and Demotions**

1. In promotions and demotions from one job classification or group to another, the Employer shall consider



seniority in conjunction with ability and practicability. Where ability and practicability are relatively equal, seniority shall govern.

2. A survey of potentially promotable employees shall be made by the employer once every six (6) months on a form to be provided by the Employer. The Employer shall make available opportunities for employees in each store to indicate such employee's desire for advancement. A completed copy of the survey form shall be forwarded to the Union within thirty (30) days after completion by the employee.

Completed forms will be retained by the Employer for a period of one year from date of completion.

3. In stores employing two or more journeymen, other than the Chief Journeyman one shall be appointed First Journeyman. This classification is assigned to the store and not to the person and their selection shall be in the same manner as Chief Journeyman.

#### **e. Transfers**

1. All transfers provided for herein shall be within the employee's job classification.
2. In affecting permanent transfers between stores, the Employer shall consider seniority in conjunction with ability and practicability, other criteria, the availability of transportation and the travel required. The Employer will, where possible, arrange transfers within geographic locality.
3. If the transfers cannot be effected within the employee's geographic locality, then the transfer will be made to the specified adjoining locality in which event the least senior employee will be transferred.
4. When it is any other than the least senior employee to be transferred out of the geographic locality, the prob-

lem will be discussed with the Local Union. Failing to reach an agreement, the matter shall be referred to the Joint Council for review and determination.

5. However, this will not preclude a more senior employee from requesting or volunteering for any transfer.
6. An employee on a seasonal transfer shall return to his locality after the seasonal work ends.
7. When a vacancy occurs in the transferred employee's original geographic locality, he shall have the right to transfer back unless the original transfer was made under the provision of paragraph (d) above, in which event the matter shall be discussed with the Local Union.
8. The Employer agrees to give reasonable notice to both the Union and the employees involved in all such promotions, demotions and transfers. In any event, not less than seventy-two (72) hours notice in advance, except in case of emergency.

**f. Temporary Transfers**

1. In effecting temporary transfers, the Employer shall make them as the needs of the business require. Where practical, the least senior qualified, i.e., (top rate) employee will be transferred.
2. The Employer agrees to pay the difference in cost of transportation occasioned by an involuntary transfer from one store to another, which transfers increase their normal cost of transportation calculated at twelve cents (12¢) per mile.

**Section 8.4 - Right to File Grievance**

- a. Any employee who is aggrieved by Employer actions shall have the right to file a grievance.

## **Section 8.5 - Seniority Lists, Classifications and Groups**

a. There shall be separate seniority lists for full-time and part-time employees in Groups III, II and I.

b. The employer agrees to furnish the Union twice each contract year with a separate seniority list for full-time and part-time employees indicating their last employment date.

## **Section 8.6 - Requirements for Health and Welfare and Pensions**

An employee who works a minimum of one hundred (100) hours in four (4) weeks within a calendar month shall be eligible for health and welfare and pensions, providing other requirements have been fulfilled.

Part-time employees with twelve (12) or more months of continuous part-time service, permanently promoted to full-time status shall be eligible for hospital, surgical benefits as of the first day of the following month.

## **ARTICLE IX**

### **HEALTH AND WELFARE PROGRAM**

It is hereby agreed that the Health and Welfare Program as set forth in Schedule C attached hereto is made part of the Agreement.

## **ARTICLE X**

### **PENSION PLAN**

It is hereby agreed that the Pension Program shall be as set forth in Schedule E.

## **ARTICLE XI**

### **PROBATIONARY AND TRIAL PERIOD**

#### **Section 11.1 - Length of Probation**

a. The first thirty (30) days of employment of a new employee should be considered a probationary period, except for employees who are hired as a result of remodeled stores or new stores, who should be considered to be on probation for sixty (60) days, provided the Union is notified in writing.

b. Apprentice Journeymen shall be considered to be on probation for three months from the date of hire.

c. During the probationary period the Employer may discharge an employee for any reason whatsoever without the Union having any recourse to the grievance and arbitration procedure. Except for wages and hours which are applicable during the probationary period, no other benefits set forth in this Agreement shall become effective before the thirty-first (31st) day of employment, except as otherwise provided herein.

d. Employees hired as summer replacements on or after June 1, of any year, shall not accumulate seniority unless they continue as employees beyond Labor Day in which event their seniority shall revert back to their date of hire.

#### **Section 11.2 - Previous Experience**

In establishing the rate of pay for newly hired employees, previous experience within the last three (3) years earned as a member of a Local of the Joint Council of Philadelphia and Vicinity shall be counted. This section shall not apply to qualified journeymen whose rate of pay shall be established based upon all previous experience no matter where it was earned.

#### **Section 11.3 - Trial Period**

There shall be a ninety (90) day trial period for all employees promoted to a higher job classification or group,

during which the employer may make a determination on continuing the employee in higher classification or group or returning him to his former classification or group. This section shall not apply to automatic rate increases within a job classification or group, but shall apply to promotion to department chief. Employees with seniority shall be given at least fifteen (15) day trial period to qualify for the jobs because of layoffs.

## **ARTICLE XII**

### **RIGHT OF APPEAL**

#### **Section 12.1 - Discharge and Discipline - Right to Appeal**

a. The employer shall not discharge or discipline any employee except for just cause. The employer agrees to notify the Union within three (3) working days of any such discharge or discipline of any employee.

b. Where a regular full-time employee is working for another employer within the retail food industry such employee on the first occasion shall receive a written warning and on the second occasion shall be discharged.

c. Where an employee has completed his/her probationary period, or for such period as provided for summer replacement, such employees shall have the right within one (1) week after the date of dismissal to appeal to the Union, whereupon the Union and the employer may jointly investigate the reasons for such dismissal. If, after joint investigation, it is found that the said employee should be reinstated, or the discipline removed, then the said employee may be reinstated, with seniority with or without back pay.

d. In the event the Union and the Employer cannot agree concerning the justification of such dismissal or discipline, then the dismissal or discipline shall be arbitrated in accordance with the arbitration procedure herein set forth in Article XIII, Step 4.

## **ARTICLE XIII**

### **GRIEVANCE AND ARBITRATION**

#### **Section 13.1 - Settlement of Grievance**

a. Should any difference arise between the Employer and the Union concerning the application or interpretation of the terms of this Agreement, the matter shall be handled in the following manner:

Step 1 - The Grievance shall be taken up by the aggrieved employee accompanied by the District Steward or committeeman and the Store Manager within five working days after its first having been presented.

Step 2 - In case of failure to arrive at a decision in the First Step within five (5) working days of its submission, the grievance shall be taken up with the District Steward or committeeman if so advised by the Union or the Union Business Representative and the Employer District Manager or Supervisor within ten (10) working days thereafter.

Step 3 - In case of a failure to arrive at a decision in the Second Step within ten (10) working days, it shall be reduced to writing and referred to the officials of the Union and a designated official of the Employer.

Step 4 - In the event that the Union and Employer officials fail to settle the grievance within two weeks, the moving party shall then either submit the grievance to arbitration and give notice thereof to the other party or the grievance shall be considered withdrawn.

If responding party fails to answer within the time limits set forth in any of the above four steps, the moving party may assume a negative answer and move on to the next step.

b. The parties agree, however, that issues concerning application or interpretation of the terms of this Agreement may arise of a general nature affecting or tending to affect

more than one (1) employee in the bargaining unit and that such issues need not be subject to the entire grievance procedure but may be initiated at any step deemed proper by the party bringing the grievance, prior to step four.

c. All grievances and/or complaints concerning application or interpretation of the terms of this Agreement must be brought to the attention of the respective parties within two (2) weeks after their occurrence, except in cases of appeals from discharge which shall be brought to the attention of the respective parties within one (1) week after the date of discharge.

### **Section 13.2 - Board of Arbitration**

a. When arbitration has been invoked as provided in Step 4 each party shall forthwith select an arbitrator and the two (2) arbitrators shall select a third arbitrator or umpire, who shall act as chairman.

b. The parties hereto agree to name their selection of an arbitrator within five (5) days after receiving notice from either party that adjustment of a difference or dispute cannot be resolved.

c. The said two (2) arbitrators shall make every effort to choose the chairman, but in the event they are unable to agree upon the selection of the chairman within seven (7) days, the moving party shall request a panel of the American Arbitration Association containing an uneven number of Arbitrators. The responding party shall have the right to the first strike-off from the list, the moving party the next strike-off and each party shall strike alternately until one name remains, and that person shall be named the chairman.

In the event the responding party fails or refuses within seven (7) days to complete the striking-off process, the American Arbitration Association shall appoint the chairman.

If the responding party refuses to attend a scheduled arbitration hearing, the arbitrator shall be authorized to proceed to decision on the testimony of the moving party.

d. The decision of the said Board of Arbitration shall be final and binding upon the employer, the Union and the employee or employees involved.

e. The expense of arbitration shall be borne equally by the respective parties.

### **Section 13.3 - Decision by Board of Arbitration**

The Board of Arbitration, by a majority vote, must render a decision not later than thirty (30) days after the difference or dispute had been submitted for their consideration. This period may be extended by mutual consent of the Union and the Employer.

### **Section 13.4 - Reinstatement**

In the event of an arbitration involving the dismissal or discipline of an employee, the Board of Arbitration may reinstate the said employee to his former position and seniority if no sufficient cause has been established, with or without back pay.

The Union asserts that any employee shall, upon request made in writing to the Secretary of the Joint Council, have the right to appear before the Executive Board of the Joint Council to present his case.

The Executive Board of the Joint Council shall have the final authority to decline to process an alleged grievance, complaint, difficulty or dispute of any employee if in the judgment of the Executive Board of the Joint Council such alleged grievance, complaint, difficulty or dispute lacks merit or justification under this Agreement.

## **ARTICLE XIV**

### **STRIKE AND LOCKOUTS**

#### **Section 14.1 - Strike and Lock-outs**

The parties hereto mutually agree that during the life of this Agreement there shall be no authorized strike, stoppage



of work, slowdown, boycott, etc. by the Union, nor shall there be any lockout by the Employer for any reason whatsoever, and that any differences concerning the application or interpretation of the terms of this Agreement which cannot be amicably adjusted by and between the parties shall be submitted to arbitration in accordance with the provisions of Article XIII.

### **Section 14.2 - Action by Union Officials**

The Union and its official representatives will take every reasonable precaution to prevent any threat of, preparation for, or any unauthorized work stoppage, walk-out or strike.

### **Section 14.3 - Strike by Other Locals**

Nothing contained herein shall compel any employee to walk through a picket line set up by Local Unions, parties to this agreement, Meat Cutters Retail Joint Council of Philadelphia and Vicinity; Teamster Joint Council No. 53 of Philadelphia and Vicinity; American Bakery and Confectionery Workers Local No. 6, Retail Clerks International Association Local Unions 1349, 1357, 1358, 1360, 1361, 1371 and 1393, provided said strike has received the written prior approval of the Amalgamated Meat Cutters and Butcher Workmen of North America and the Food Council of Philadelphia and Vicinity.

## **ARTICLE XV**

### **MISCELLANEOUS PROVISIONS**

#### **Section 15.1 - District Stewards**

a. The District Stewards of the Union at all times shall be full-time employees.

b. The Union will use its best efforts to secure as District Stewards high caliber employees, who shall be required to conform to the standards and qualifications required by the Union and by the Employer.

c. The District Stewards or other individual employees covered hereby shall not be considered agents of the Union for the purpose of calling strikes or causing shutdowns.

d. The District Stewards shall be the last to be laid off in any case.

e. The Union shall furnish the employer with a complete list of District Stewards, which shall be supplemented from time to time as may be necessary.

f. In carrying out the intent of agreement enforcement, District Stewards and Committeemen (Store Stewards) shall have the right to inspect time cards.

g. District Stewards will be transferred only by mutual agreement; however, the Union will not arbitrarily oppose the transfer of a District Steward whom the Company requires be transferred for business reasons.

h. Stewards Duties: Stewards may receive complaints and grievances of employees on the premises, but only to such an extent as does not neglect or interfere with the work and duties of the Stewards, with the work and duties of the employees, or interfere with the operation of the store.

Employees shall have the right to consult the Union Steward before the employer interviews the employee.

The Stewards shall have the right to check the work schedule and time cards. Only the Business Representative shall have the right to check the payroll records.

## **Section 15.2 - Enforcements of Standards**

a. The Union agrees to do everything within its power to force its rules and regulations and, through advice, instruction, and example, to maintain the highest standard of work.

b. It is agreed that the Union, the employees and members of management staff shall conduct themselves in-

dividually and collectively so as to reflect favorably on the business and improve the public standing of the company and of the Union, and to promote the sale of the company's products.

### **Section 15.3 - Work Not Required**

a. No member of the Union shall be required to perform work which is beyond his usual line of duty, such as but not limited to loading or unloading meat trucks, or the skinning of the carcass of any animal. Personal cars of employees shall not be used for hauling.

b. P.V.C. hot wire wrapping machines to be converted within six months.

### **Section 15.4 - Laundry, Tools and First Aid Kits**

a. The Employer shall furnish and launder one (1) apron per day and three (3) coats per week for each employee.

b. The Employer agrees that top quality tools shall be provided and maintained in good condition.

c. Each store shall be supplied with a first aid kit, and it shall be the responsibility of the Chief Journeyman to keep the kit supplied with the necessary first aid material and supplies.

d. The Employer shall maintain lockers as well as adequate toilet facilities for the separate use of female and male employees.

### **Section 15.5 - Union Store Card**

The Union shall furnish to the Employer at least one (1) Union Store Card or emblem for each of the employer's stores covered by this Agreement, to be displayed on such public portion of the premises as the Employer may select. Such cards shall remain the property of and shall be surrendered to the Union upon demand.

## **Section 15.6 - Causes for Immediate Dismissal**

The parties agree that causes for dismissal shall include, but not be limited to the following:

a. Being under the influence of liquor or controlled chemical substances during working hours, or bringing intoxicants or controlled chemical substances onto the premises of the employer.

b. Calling an unauthorized strike or walkout.

c. Proven theft or dishonesty.

d. Gross insubordination.

e. Willful neglect and/or destruction of company property, equipment, or assets.

f. Punching of time clock of another employee.

g. Solicitation of fellow employees or customers, or distribution of printed matter during store hours for any reason without the express permission of the employer and/or Business Representative of the Local Union.

## **Section 15.7 - Past Practices - Privileges**

All past practices in the operating of the store by management shall not be limited or modified by virtue of the execution of this agreement.

## **Section 15.8 - Manning for Hardship Stores**

A manning provision for hardship stores and small volume stores. The employer and the Union shall determine the necessity for a change of the manning provisions in a particular situation.

## **Section 15.9 - Work in Other Classifications**

Where an employee has chosen to work in another classification during premium time hours, that employee

will be paid the applicable rate that exists for that job classification.

### **Section 15.10 - Part Time Employee - Full Time Benefits**

An employee working more than a total of 100 hours within a four week period in a calendar month for six consecutive months, shall be recognized as a regular full time employee and shall be entitled to full time contractual benefits.

## **ARTICLE XVI**

### **HEALTH AND SAFETY**

The Union and Employer agree to meet and discuss establishing a Safety Training Program.

## **ARTICLE XVII**

### **PRIVILEGES**

#### **Section 17.1 - Past Privileges**

All privileges enjoyed by the employees and not specifically covered by this Agreement shall continue as heretofore, and shall not be eliminated or modified by virtue of the execution of this Agreement.

## **ARTICLE XVIII**

### **VALIDITY OF CONTRACT**

#### **Section 18.1 - Effect of Court Action**

Should any Article, Section, paragraph or portion of this Agreement be declared by any Federal or State court of competent and final jurisdiction to be unlawful, invalid, ineffective or unenforceable, said Article, Section, paragraph or

portion shall not affect the validity and enforceability of any other Article, Section, paragraph or portion contained herein, and the remaining portions of this Agreement shall continue in full force and effect, subject, however, to the right of the parties hereto to renegotiate any such Article, section, paragraph or portion, and substitute therefore a lawful provision, provided, however, that if any such Article, section, paragraph or portion is subsequently declared to be lawful and valid, then it shall immediately be reinstated in the Agreement.

## **ARTICLE XIX**

### **DURATION OF AGREEMENT**

#### **Section 19.1**

a. This Agreement shall be effective from May 2, 1977 and shall be binding upon the parties hereto until and including June 1, 1980 and thereafter shall continue from year to year unless either party serves notice in writing at least sixty (60) days prior to the expiration of the original or any subsequent term of this Agreement, of the desire of the party for a termination or for modification of any of the provisions contained herein.

b. In the event either party serves notice requesting modification in this Agreement, the employer and the Union shall begin negotiations immediately on the proposed provisions of modification.

c. Pending the outcome of such negotiations, this Agreement shall continue in full force and effect, subject, however, to the right of either party to terminate the entire Agreement upon at least seven (7) days written notice to the other party.

d. In the event the parties agree to modify any of the wage rates contained herein, such modification shall be retroactive to the termination date of this Agreement or any term thereof.

IN WITNESS WHEREOF, the parties hereto, their successors in title or their successors by operation of law and their assigns, intending to be legally bound by this Agreement and the provisions contained herein, have caused these presents to be duly signed by their duly authorized officers and representatives.

**FOR THE EMPLOYER:**

\_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness: \_\_\_\_\_

**FOR THE UNION:**

**Joint Council of Philadelphia and Vicinity:**

By: Joseph C. Nettleton, President

**LOCAL 56**

By: Leon B. Schachter  
Joseph C. Nettleton  
Leo Cinaglia

**LOCAL 196**

By: James Cox  
James S. Smith  
Joe Sanders

**LOCAL 195**

By: Rocco Rossano  
James O'Malley  
Al Frankenfield

**LOCAL 198**

By: James A. Brown  
Arthur L. James

**LOCAL 199**

By: Gerald R. Birl

## **SCHEDULE A**

### **TERRITORY COVERED BY THIS AGREEMENT**

All markets and stores located within the jurisdiction of the Meat Cutter Retail Joint Council.



## SCHEDULE B

### JOB CLASSIFICATION AND SCALE OF MINIMUM WAGES APPLICABLE TO REGULAR FULL-TIME AND PART-TIME EMPLOYEES

The following increases and minimum rates are reflected in the classifications and wage scales listed below. All employees shall receive either the amount of the across-the-board increase or the scale rate as shown below.

JOB CLASSIFICATION	5/2/77 to and INCL. 4/30/78	5/1/78 to and INCL. 4/29/79	4/30/79 to and INCL. 6/1/80
Chief Journeyman .....	\$358.82	\$376.82	\$394.82
First Journeyman* .....	330.37	348.37	366.37
Journeyman (at least one in Service Meat Dept.) .....	326.37	344.37	362.37

\*First Journeymen — In stores employing two or more Journeyman, one shall be appointed First Journeyman. This classification is assigned to the store and not to the person. Selection to be the same manner as Chief Journeyman.

#### Meat Cutter

Class A (Unrestricted) .....	290.68	308.68	326.68
Class B** .....	274.45	292.45	310.45

\*\*Restricted (shall not breakdown, nor handle carcass meat, nor operate power saw except to use power saw for Customer Service.)

**Apprentices**

1st 6 mos. 65% .....	212.14	223.84	235.54
2nd 6 mos. 70% .....	228.46	241.06	253.66
3rd 6 mos. 80% .....	261.10	275.50	289.90
4th 6 mos. 85% .....	277.41	292.71	308.01

**Chief Deli Clerk (includes Appetizing)**

1st 3 mos. ....	282.77	300.77	318.77
Thereafter .....	285.27	303.27	321.27

**Chief Fish &**

<b>Poultry Clerk</b> .....	292.84	310.84	328.84
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**Weighers and Wrappers and Appetizing Employees**

1st 3 Mos. 70% .....	\$178.49	\$191.09	\$203.69
2nd 3 Mos. 75% .....	191.24	204.74	218.24
3rd 3 Mos. 80% .....	203.99	218.39	232.79
4th 3 Mos. 85% .....	216.74	232.04	247.34
After 1 Yr. 90% .....	229.49	245.69	261.89
After 18 Mos. 100% .....	254.99	272.99	290.99

**PART-TIME EMPLOYEES**

Journeyman .....	8.30	8.75	9.20
Meat Cutter (Full Qualified) ....	7.41	7.86	8.31

JOB CLASSIFICATION	5/2/77 to and INCL. 4/30/78	5/1/78 to and INCL. 4/29/79	4/30/79 to and INCL. 6/1/80
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**Weighers and Wrappers and Appetizing Employees\***

1st 3 Mos. 70% .....	4.4669	4.7819	5.0969
2nd 3 Mos. 75% .....	4.7860	5.1235	5.4610
3rd 3 Mos. 80% .....	5.1051	5.4651	5.8251
4th 3 Mos. 85% .....	5.4241	5.8066	6.1891
After 1 Year 90% .....	5.7432	6.1482	6.5532
After 18 Mos. 100% .....	6.3814	6.8314	7.2814

**FOR EMPLOYEES HIRED AFTER MARCH 26, 1977**

**Apprentices**

1st 6 Mos. 60% .....	195.82	206.62	217.42
2nd 6 Mos. 65% .....	212.14	223.84	235.54
3rd 6 Mos. 75% .....	244.78	258.27	271.77
4th 6 Mos. 85% .....	277.41	292.71	308.01

**Weighers & Wrappers & Deli-Fish-Poultry**

1st 6 Mos. 65% .....	165.74	177.44	189.14
2nd 6 Mos. 75% .....	191.24	204.74	218.24
3rd 6 Mos. 85% .....	216.74	232.04	247.34
4th 6 Mos. 90% .....	229.49	245.69	261.89
After 24 Mos. ....	254.99	272.99	290.99

## PART-TIME EMPLOYEES

### Weighers & Wrappers & Appetizing Employees

1st 6 Mos. 65% .....	4.1479	4.4404	4.7329
2nd 6 Mos. 75% .....	4.7860	5.1235	5.4610
3rd 6 Mos. 85% .....	5.4241	5.8066	6.1891
4th 6 Mos. 90% .....	5.7432	6.1482	6.5532
After 24 Mos. ....	6.3814	6.8314	7.2814

\*Appetizing employees (part time) hired or reclassified as such may work any number of nights (after 4:00 P.M.), Saturday during the day and starting at noon on the day before a holiday at straight time. At all other times contract premium rates apply. Appetizing employees may stock and price packaged meat department products but may not handle fresh meat, nor scale or gut fish, nor cut poultry; nor work in the fresh meat department.

**NOTE:** Employees within the progression rates to receive the appropriate percentage of the across the board increase. New hire rates and progression rates of pay to begin after completion of 30 days.

### Explanation as to Premium Pay

- a. Overtime - Overtime as defined herein shall mean one and one-half ( $1\frac{1}{2}$ ) times the employee's straight time hourly rate.
- b. Double Time - Double time as defined herein shall mean twice the employee's straight time hourly rate.

## **Night Shift**

Employees who volunteer to do so may be scheduled to work a night shift between midnight Monday to 9:00 a.m. Saturday for an additional \$2.50 per hour over their straight time hourly rate.

## **Credit for Wage Rates - Part-Time to Full-Time**

Part-time employees who become full-time employees shall be given credit for their former part-time seniority on the basis that two months of part-time work will be equivalent to one (1) month full-time employment for calculating rates of pay on automatic progression jobs.

## **Cost of Living Allowance**

To determine any cost of living adjustment or any cost of living allowance, the following provisions only shall apply during the term of this Agreement.

1. Effective with the first pay period beginning on or after November 1, 1978, a cost of living adjustment, if applicable, shall be made annually with the first pay period beginning on or after November 1, 1978, November 1, 1979.
2. Such adjustment shall be made based on changes, if any, in the first published Consumer Price Index (New Series - for Urban Wage Earners and Clerical Workers) of the Bureau of Labor Statistics, U.S. Department of Labor (1957 — 59 = 100) (hereinafter referred to as the CPI), as of the prior January and July respectively.
3. Each such adjustment shall be effective for a twelve (12) month period, provided that if there is no change in the CPI requiring an adjustment in a different amount, the amount of the adjustment, if any, will continue in effect for an additional twelve (12) month period.
4. To determine the allowance, if any, to be made under this paragraph, the change in the CPI level between

January and July shall be used and a one cent (1¢) change will be made for each full four tenths (.4) increase in the CPI. .

5. If after an allowance has been in effect, pursuant to the foregoing paragraph, the CPI shall decrease one cent (1¢) shall be deducted from the allowance for each four tenths (.4) decrease in the CPI below the level which the CPI was required to reach in order to earn the last previous amount of allowance, provided that no deduction shall be made from the authorized wage rate.
6. In the event that the CPI for July has not been issued by the following September 1, than any adjustments that are required will be made at the beginning of the first pay period after receipt of the CPI.
7. The amount of any allowance in effect at the time shall be included in computing any payments under this Agreement which are based on the regular hourly rate.
8. In the event the CPI shall be revised or discontinued, and in the event the Bureau of Labor Statistics, U.S. Department of Labor, does not issue information which would enable the Company and the Union to determine what the CPI would have been had it not been revised or discontinued, then the Company and the Union will negotiate and agree upon an appropriate substitute for the CPI.

### **Assignment of Weighers and Wrappers**

The assignment of Weighers and Wrappers shall be restricted only by the following rules, except as they conflict with applicable law:

1. Shall not operate any mechanical butcher's device except slicing machine, wrapping machine, Cryovac, Gryoex or similar types.

2. Shall not use a knife except as required in preparing and completing sausage kitchen items, etc., for slicing machine except that weighers and wrappers shall not be restricted from performing any work in fish, poultry and delicatessen departments.
3. Shall not be required to clean up except for their immediate area and equipment (including cases).
4. Shall not platter beef steaks, chops and cut up stewing beef, veal and lamb, but they may platter the following:

Beef - Short ribs, plate beef shank bone in, cut up or boneless in whole piece.

Veal - Breast bone in or boneless in whole piece, flank and neck in whole piece, also shank veal whole or cut up, veal tenders also sliced boneless sirloin and rump or cutlets.

Lamb - Breast, flank, and neck bone in or boneless in whole piece, shank whole, or cut up, also sliced boneless sirloin or rump and lamb tenders or cutlets.

Pork - Sliced long cut pork shoulders, picnics, Boston Butts, pork tenders or cutlets.

### **Rules Applicable to Apprentice Journeyman**

Apprentice Journeymen shall at all times be full-time employees.

The apprenticeship program shall be two (2) years. A Joint Company Union Evaluation Committee shall be established to examine apprentices graduating to Journeymen.

### **Ratio of Apprentice Journeymen**

Apprentice Journeymen are employees whose duty shall be to cut meat at least twenty-five percent (25%) of the time,

and among other duties in servicing meat departments to wait on customers.

The number of Apprentice Journeymen in any store may be established at the discretion of the Employer; however, it shall not exceed the following store ratio:

One (1) Apprentice Journeyman for each Chief Journeyman

One (1) Apprentice Journeyman for the first three (3) Meat Cutters and/or Journeymen

One (1) Apprentice Journeyman for an additional two (2) Meat Cutters and/or Journeymen.

An Apprentice Journeyman shall be examined not later than the twenty-third (23rd) month of his apprenticeship. If he qualified, he will be graduated to Journeyman. If he fails, he shall go to the Meat Cutter "A" Classification for an additional six (6) months. During the twenty-ninth (29th) month he shall be examined again. If he fails once more, he shall remain in the Meat Cutter "A" classification for the final six (6) months, and during the thirty-fifth (35th) month he shall be examined again.

Failure at this point will require the Committee to determine the final classification of the affected person.

## **SCHEDULE "C"**

### **Health and Welfare Program**

**C-1** — The Employer agrees to pay the monthly payments for Health and Welfare and Life Insurance to Locals 56 and 196 Health and Welfare funds for Full-time employees, Regular part-time employees and Supplemental part-time employees.

The payments shall be made for such employees who have completed six (6) month's employment except for new em-



ployees who have been covered by a Health and Welfare program under a collective bargaining agreement between an Employer and a Local Union of the Joint Council of Philadelphia and Vicinity, in which case payment shall be made on the first of the month following his employment, provided such coverage was effective during the last ninety (90) days prior to his employment.

If the monthly contributions shall be insufficient to provide the benefits established as of this Agreement, then the Employer's monthly payments shall be increased so that the established level of benefits will be maintained for the duration of this Agreement.

**C-2 —** This money shall be used to make available life insurance, accident and sickness benefits, hospitalization and surgical benefits, prescription, vision care and dental benefits for the employee, his or her spouse and defined eligible dependent children in accordance with the provisions of the applicable plans as more fully set forth in the Health and Welfare booklet available for each eligible employee.

**C-3 —** The Employer agrees to provide for its employees covered by contract with Local No. 198, similar benefits as such set forth in 9.2 above or to contribute to a jointly administered Health and Welfare Fund monthly contribution to provide for such benefits as may be mutually agreed to by Local No. 198. Failure to meet the Health and Welfare schedule of payments shall be considered as an automatic breach of this Agreement and the Union, therefore, may have the right to strike. The Employer shall be liable for payment of all scheduled hours of work lost by employees due to the enforcement of a strike of this kind. The Trust Agreement provides for payment by the Employer, of interest at the rate of 6% per annum for payments not made as scheduled, and payments for the cost of payroll audits when such audits disclose deficiency of payments, and legal fees.

**C-4 —** All Health and Welfare payments will be made to the Health and Welfare Department of the respective

Unions no later than the first day of each month for that month.

**C-5** — The Employer hereby adopts and agrees to be bound by the terms of a Trust Agreement entered into between the Union and certain subscribing Employers, and any modification or amendments thereto.

**C-6** — It shall be the responsibility of the Employer to notify the Union immediately of any change of status of any member or members for whom the aforementioned payments are being made. Failure of the Employer to so notify the Union will continue the Employer's liability to make such monthly insurance payment, and the Employer will not be relieved of such liability until proper notice has been given to the Union. Employees out from work on account of illness or accident are to be considered as working, for Health and Welfare purposes.

**C-7** — The Employer agrees to pay the cost of health examination or permits where such examination or permit is required.

**C-8** — When an employee for whom the above contribution has been made is laid off and would otherwise be terminated, he shall be permitted to reimburse the Employer for the contribution made during the period of layoff or leave of absence for a maximum period of six (6) months, and the Employer is obliged to continue the contribution upon receipt of the proper amount from the employee.

**C-9** — An employee who is eligible for benefits who is hospitalized within twenty-one (21) days from the date of disability for which the employee receives disability benefits commencing with the fourth day of disability shall receive from the Employer benefits at the same rate for the first three (3) days of disability, except when benefits for the first three (3) days are paid through a state plan, the Employer's obligation shall be limited to the difference between the State Plan and the Health and Welfare Plan rate.

## SCHEDULE E

### Pension

1. Effective June 1, 1977, the Employer shall increase its contribution by an additional sixteen dollars and sixty-six cents (\$16.66) per month to the Retail Meat Pension Fund for each active full-time employee. Contributions to a jointly administered, actuarially sound, industry pension fund shall continue during vacation periods and while the employee is receiving sick or disability pay. Effective June 1, 1978, the Employer shall increase its contribution by an additional sixteen dollars and sixty-six cents (\$16.66) per month. Effective June 1, 1979, the Employer shall increase its contribution by an additional twenty-six dollars and sixty-six cents (\$26.66) per month.

2. The aforementioned Pension Fund shall provide to employees such new or improved benefits as are established by the Trustees of said Fund, and a thousand dollar (\$1,000) death benefit. It is understood that the present employer group life insurance shall be terminated in respect to all retirees. The Employer agrees to pay such contributions as are from time to time necessary to maintain the soundness of the Plan as determined by an actuarial study.

3. Mandatory retirement for all employees covered by this industry Pension Plan shall be sixty-five (65) years of age.

4. The Employer hereby adopts and agrees to be bound by the terms and conditions of a Trust Agreement entered into between the Union and certain subscribing Employer.

5. Failure to meet the Pension Plan schedule of payments shall be considered as an automatic breach of this Agreement and the Union, therefore, may have the right to strike. The Employer shall be liable for payment of all scheduled hours of work lost by employees due to the enforcement of a strike of this kind. The Trust Agreement provides for payment by the Employer, of interest at the rate of 6% per annum for payments not made as scheduled, and payments for

the cost of payroll audits when such audits disclose deficiency of payments, and legal fees.

## **SCHEDULE F**

The following items shall be handled by Self-Service Meat Departments (All of these items are to be priced on the premises):

**Fresh and Smoked Pork Sausage and Other Sausage Items:**

Sausage - all types

All Sausage Kitchen Items, whole or pieces,  
pre-packaged in Central Plant or by Packer.

**Smoked Meats - Pre-packaged:**

All Smoked Hams, whole, halves or slices

All Smoked Picnics

All Smoked Butts

**Frozen Meat Items - Pre-packaged:**

All Offal - Fresh or Frozen - Hearts, Lungs, Spleen,  
Livers, Kidneys, Tripe, Hog Maws, Chitterlings.

All Meat and Poultry Pies, including croquettes, breads,  
turnovers, ala King.

Veal Cutlets

All Tongues

Rabbits

All Prepared Dinners

**Fish - Fresh, Frozen, Cooked, Salted & Pickled, Cleaned:**

**Consumer Packages and Bulk:**

All Fish cleaned and gutted including smelts  
 All Fish Fillets  
 All fried and breaded fish, including oysters, scallops,  
 etc.  
 All Fish Cakes  
 Crab Meat  
 Deviled Crab  
 Lobster Meat  
 Lobster Tails  
 All Fish Pies  
 Shucked Clams  
 Shrimp, (All, including shrimpburgers)  
 All Seafood Dinners

The following items shall also be handled by Self-Service  
 Meat Departments: These items may be pre-packaged and  
 pre-priced:

Frankfurters, All Types  
 All Sausage Kitchen Items (Sliced)  
 Pork Roll (Sliced)  
 Bacon (Sliced and Ends, including Canadian)  
 Chunks Liverwurst  
 Caps - Chubs Liverwurst  
 Pork Roll (Whole or Piece)  
 Scrapple  
 All Smoked Slab Bacon  
 All Smoked Pork Squares  
 All Smoked Boston Butts  
 All Smoked Hocks  
 All Smoked Beef Tongues  
 All Patties, including hamburger, beefburgers, seasoned  
 or unseasoned  
 All Steaks (sandwich, buttered, chipped, cubed, breaded,  
 seasoned or unseasoned) pre-priced if packaged by  
 Company.

Poultry Items - Pre-Packaged - Eviscerated:

Fresh, Cooked or Frozen (Whole);  
All Whole Poultry  
Frozen consumer Packages (not to be broken for sale)

**Miscellaneous - Pre-Packaged:**

Cheese - Sliced, Container, Cottage Cheese  
Salads, Relishes, and Puddings, including gelatin items  
All Meat and Cheese Spreads  
All Pickled Items, including pickles, tomatoes, sauerkraut  
Meat, Fish and Poultry (in cans or glass)  
Pizza Pies

**Miscellaneous:**

Fried Onion Rings  
Packaged Mush  
Chili Con Carne  
Dog Food

Any recognized cuts of beef, lamb, veal or pork, such as:

Hind Quarter Boneless round cuts  
Strip Loin (Bone in or Boneless)  
Hips or Sirloin Butts  
Loin or short loin (less flank)  
Tenderloin  
Flank steak trimmed or untrimmed

Forequarter Skirt steak  
Rib  
Plates  
Brisket, bone or boneless  
Short Ribs  
Half chuck (blade chuck with or without neck)  
Arm bone chuck  
Arm Chuck  
Shank meat (ground or boneless for grinding)  
Beef Trimmings (ground or boneless for grinding)  
Boneless chuck  
Shoulder Clods

# I N D E X

	Article	Page
Purpose and Scope of the Agreement . . . . .	I	1
Union Status . . . . .	II	5
Wages . . . . .	III	7
Hours of Work . . . . .	IV	8
Vacations . . . . .	V	15
Holidays . . . . .	VI	18
Leave of Absence . . . . .	VII	21
Seniority . . . . .	VIII	23
Health and Welfare Program . . . . .	IX	30
Pension Plan . . . . .	X	30
Probationary and Trial Period . . . . .	XI	31
Right of Appeal . . . . .	XII	32
Grievance and Arbitration . . . . .	XIII	33
Strike and Lockouts . . . . .	XIV	35
Miscellaneous Provisions . . . . .	XV	36
Health and Safety . . . . .	XVI	40
Privileges . . . . .	XVII	40
Validity of Contract . . . . .	XVIII	40
Duration of Agreement . . . . .	XIX	41
Schedule "A" . . . . .		43
Schedule "B" . . . . .		44
Schedule "C" . . . . .		51
Schedule "E" . . . . .		54
Schedule "F" . . . . .		56

**AMALGAMATED FOOD AND  
ALLIED WORKERS UNION  
LOCAL 56, AFL-CIO**

315 Cooper Street  
Camden, N.J., 08102

Phones: (215) 574-9705 / (609) 964-7242

Health and Welfare  
(215) 574-9560 / (609) 365-1024

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**Important**

Be sure to notify the Union office if you change your address,  
name, dependents, or beneficiary.

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**Officers**

President .....	LEON B. SCHACHTER
Vice President .....	JOSEPH C. NETTLETON
Secretary-Treasurer .....	FRANK L. PERRONE
Recording Secretary .....	WILLIE L. BAKER, JR.
Corresponding Secretary .....	STEPHEN C. HORNIK
Press Correspondent .....	HOWARD J. WILLIAMS
Executive Board Member .....	LEO CINAGLIA
Executive Board Member .....	AVIO CROCE
Executive Board Member .....	JOHN FESKO

**Trustees**

WILLIAM GERHAUSER, Chairman	
WILLIAM LEAHY	HELMUT KIPPER

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If, for any reason, you leave the jurisdiction of Local 56, contact  
the Union office immediately.

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